

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA

STEVEN BRYAN,)	
)	
Plaintiff,)	
)	
v.)	Case No. 2:06CV166-SRW
)	
EQUIFAX INFORMATION SERVICES)	
LLC., TRANS UNION LLC,)	
And PEOPLESSOUTH BANK f/k/a)	
PEOPLES COMMUNITY BANK,)	
)	
Defendants.)	
_____)	

ANSWER OF EQUIFAX INFORMATION SERVICES LLC

COMES NOW Equifax Information Services LLC (“Equifax”), by counsel, and hereby files its Answer to Plaintiff’s Amended Complaint as follows:

PRELIMINARY STATEMENT

1. In response to Paragraph 1 of Plaintiff’s Amended Complaint, Equifax admits that Plaintiff purports to bring this action for damages based on alleged violations of the FCRA and claims under Alabama law, all of which Equifax denies any liability.

2. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of Plaintiff’s Amended Complaint and therefore, denies the same.

3. Equifax admits the allegations contained in Paragraph 3 of Plaintiff’s Amended Complaint.

4. Equifax admits it is a consumer reporting agency as defined by §1681 of the FCRA. Equifax denies the remaining allegations of Paragraph 4 of Plaintiff’s Amended Complaint, if any.

5. Equifax admits the allegations of Paragraph 5 of Plaintiff's Amended Complaint.

6. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 6 of Plaintiff's Amended Complaint.

7. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 7 of Plaintiff's Amended Complaint.

8. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 8 of Plaintiff's Amended Complaint.

9. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 9 of Plaintiff's Amended Complaint.

10. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 10 of Plaintiff's Amended Complaint.

JURISDICTION AND VENUE

11. To the extent that Plaintiff can maintain a federal cause of action, which Equifax denies, jurisdiction would be proper in this Court. Equifax denies that it is liable to Plaintiff, in any sum or manner.

12. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of the second Paragraph 12 of Plaintiff's Amended Complaint, and, therefore denies the same.

FACTUAL ALLEGATIONS

13. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 13 of Plaintiff's Amended Complaint, and therefore denies same.

14. Equifax admits that it received a dispute from Plaintiff in November of 2003. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 14 of Plaintiff's Amended Complaint and therefore, denies the same.

15. Equifax admits the allegations contained in Paragraph 15 of Plaintiff's Amended Complaint.

16. Equifax admits that it sent Plaintiff the results of its reinvestigation on December 11, 2003. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 16 of Plaintiff's Amended Complaint and therefore, denies the same.

17. Equifax denies the allegations contained in Paragraph 16 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 17 of Plaintiff's Amended Complaint.

18. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 of Plaintiff's Amended Complaint and therefore, denies the same.

19. Equifax admits it received an April 2004 dispute letter from Plaintiff. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 19 of Plaintiff's Amended Complaint and therefore, denies the same.

20. Equifax admits the allegations contained in Paragraph 20 of Plaintiff's Amended Complaint as the pertain to Equifax. Equifax lacks knowledge or information

sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 20 of Plaintiff's Amended Complaint.

21. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of Plaintiff's Amended Complaint, and therefore denies same.

22. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of Plaintiff's Amended Complaint, and therefore denies same.

23. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of Plaintiff's Amended Complaint, and therefore denies same.

24. Equifax admits that it sent Plaintiff the results of its reinvestigation on or about May 17, 2005. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 24 of Plaintiff's Amended Complaint and therefore, denies the same.

25. Equifax admits that it sent Plaintiff the results of its reinvestigation on or about May 17, 2005. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 25 of Plaintiff's Amended Complaint and therefore, denies the same.

26. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of Plaintiff's Amended Complaint, and therefore denies same.

27. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of Plaintiff's Amended Complaint, and therefore denies same.

28. Equifax denies the allegations contained in Paragraph 28 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 28 of Plaintiff's Amended Complaint.

29. Equifax denies the allegations contained in Paragraph 29 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 29 of Plaintiff's Amended Complaint.

30. Equifax denies the allegations contained in Paragraph 30 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 30 of Plaintiff's Amended Complaint.

31. Equifax denies the allegations contained in Paragraph 31 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 31 of Plaintiff's Amended Complaint.

32. Equifax denies the allegations contained in Paragraph 32 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 32 of Plaintiff's Amended Complaint.

33. Equifax denies the allegations contained in Paragraph 33 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 33 of Plaintiff's Amended Complaint.

34. Equifax denies the allegations contained in Paragraph 34 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 34 of Plaintiff's Amended Complaint.

35. Equifax admits that it maintains business relationships with other entities who utilize Equifax's consumer information database. Equifax denies the remaining allegations contained in Paragraph 35 of Plaintiff's Amended Complaint as they are plead.

36. Equifax admits that it maintains business relationships with other entities who utilize Equifax's consumer information database. Equifax denies the remaining allegations contained in Paragraph 36 of Plaintiff's Amended Complaint as they are plead.

37. Equifax admits the allegations contained in Paragraph 37 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 37 of Plaintiff's Amended Complaint.

38. Equifax denies the allegations contained in Paragraph 38 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information

sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 38 of Plaintiff's Amended Complaint.

39. Equifax denies the allegations contained in Paragraph 39 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 39 of Plaintiff's Amended Complaint.

40. Equifax denies the allegations contained in Paragraph 40 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 40 of Plaintiff's Amended Complaint.

41. Equifax denies the allegations contained in Paragraph 41 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 41 of Plaintiff's Amended Complaint.

42. Equifax denies the allegations contained in Paragraph 42 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 42 of Plaintiff's Amended Complaint.

43. Equifax denies the allegations contained in Paragraph 43 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 43 of Plaintiff's Amended Complaint.

44. Equifax denies the allegations contained in Paragraph 44 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 44 of Plaintiff's Amended Complaint.

45. Equifax denies the allegations contained in Paragraph 45 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 45 of Plaintiff's Amended Complaint.

46. Equifax denies the allegations contained in Paragraph 46 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 46 of Plaintiff's Amended Complaint.

47. Equifax denies the allegations contained in Paragraph 47 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 47 of Plaintiff's Amended Complaint.

48. Equifax denies the allegations contained in Paragraph 48 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 48 of Plaintiff's Amended Complaint.

49. Equifax denies the allegations contained in Paragraph 49 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information

sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 49 of Plaintiff's Amended Complaint.

50. Equifax denies the allegations contained in Paragraph 50 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 50 of Plaintiff's Amended Complaint.

51. Equifax denies the allegations contained in Paragraph 51 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 51 of Plaintiff's Amended Complaint.

52. Equifax denies the allegations contained in Paragraph 52 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 52 of Plaintiff's Amended Complaint.

53. Equifax denies the allegations contained in Paragraph 53 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 53 of Plaintiff's Amended Complaint.

54. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 54 of Plaintiff's Amended Complaint, and therefore denies same.

55. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 55 of Plaintiff's Amended Complaint, and therefore denies same.

56. Equifax denies the allegations contained in Paragraph 56 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 56 of Plaintiff's Amended Complaint.

57. Equifax denies the allegations contained in Paragraph 57 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 57 of Plaintiff's Amended Complaint.

58. Equifax denies the allegations contained in Paragraph 58 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 58 of Plaintiff's Amended Complaint.

COUNT ONE

***Failure to Comply with 15 U.S.C. 1681s(2) of
the Fair Credit Reporting Act by Defendant Peoples***

59. In response to Paragraph 59 of Plaintiff's Amended Complaint, Equifax admits that Plaintiff purports to bring Count One for damages based on alleged violations of the FCRA and claims under Alabama law, all of which Equifax denies any liability. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 59 of Plaintiff's Amended Complaint..

60. In response to Paragraph 60 of the Amended Complaint, Equifax restates and reincorporates its answers and defenses to the foregoing paragraphs as though fully set forth herein.

61. No response is required from Equifax to Paragraph 61 of Plaintiff's Amended Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 61 can be construed to relate to Equifax, those allegations are denied.

62. No response is required from Equifax to Paragraph 62 of Plaintiff's Amended Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 62 can be construed to relate to Equifax, those allegations are denied.

63. No response is required from Equifax to Paragraph 63 of Plaintiff's Amended Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 63 can be construed to relate to Equifax, those allegations are denied.

64. No response is required from Equifax to Paragraph 64 of Plaintiff's Amended Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 64 can be construed to relate to Equifax, those allegations are denied.

65. No response is required from Equifax to Paragraph 65 of Plaintiff's Amended Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 65 can be construed to relate to Equifax, those allegations are denied.

66. No response is required from Equifax to Paragraph 66 of Plaintiff's Amended Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 66 can be construed to relate to Equifax, those allegations are denied.

67. No response is required from Equifax to Paragraph 67 of Plaintiff's Amended Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 67 can be construed to relate to Equifax, those allegations are denied.

68. No response is required from Equifax to Paragraph 68 of Plaintiff's Amended Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 68 can be construed to relate to Equifax, those allegations are denied.

69. No response is required from Equifax to Paragraph 69 of Plaintiff's Amended Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations

contained therein. To the extent that any allegation in Paragraph 69 can be construed to relate to Equifax, those allegations are denied.

70. No response is required from Equifax to Paragraph 70 of Plaintiff's Amended Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 70 can be construed to relate to Equifax, those allegations are denied.

71. No response is required from Equifax to Paragraph 71 of Plaintiff's Amended Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 71 can be construed to relate to Equifax, those allegations are denied.

72. No response is required from Equifax to Paragraph 72 of Plaintiff's Amended Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 72 can be construed to relate to Equifax, those allegations are denied.

Equifax denies that Plaintiff is entitled to the relief specified in his prayer for relief, or to any recovery from Equifax.

COUNT TWO

***Failure to comply with 15 U.S.C. 1681e(b), 1681i(a), 1681i(a)(5) of
the Fair Credit Reporting Act and State Laws by Defendants***

73. In response to Paragraph 73 of Plaintiff's Amended Complaint, Equifax admits that Plaintiff purports to bring this count against Equifax for violation of the FCRA and state law. Equifax denies any liability to Plaintiff for said violations.

74. In response to Paragraph 74 of the Amended Complaint, Equifax restates and reincorporates its answers and defenses to the foregoing paragraphs as though fully set forth herein.

75. Equifax denies the allegations contained in Paragraph 75 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 75 of Plaintiff's Amended Complaint.

76. Equifax denies the allegations contained in Paragraph 76 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 76 of Plaintiff's Amended Complaint.

77. Equifax denies the allegations contained in Paragraph 77 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 77 of Plaintiff's Amended Complaint.

78. The allegations contained in Paragraph 78 of Plaintiff's Amended Complaint are not pled with sufficient specificity to permit Equifax to formulate a good faith response and therefore, Equifax denies the same. Equifax lacks knowledge or

information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 78 of Plaintiff's Amended Complaint.

79. Equifax admits that the FCRA requires it to conduct reasonable reinvestigations of disputed items which may include contacting the furnishers of disputed information.

80. Equifax denies the allegations contained in Paragraph 80 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 80 of Plaintiff's Amended Complaint.

81. Equifax admits the allegations contained in Paragraph 81 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 81 of Plaintiff's Amended Complaint.

82. Equifax denies the allegations contained in Paragraph 82 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 82 of Plaintiff's Amended Complaint.

83. Equifax denies the allegations contained in Paragraph 83 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 83 of Plaintiff's Amended Complaint.

84. Equifax denies the allegations contained in Paragraph 84 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information

sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 84 of Plaintiff's Amended Complaint.

85. Equifax denies the allegations contained in Paragraph 85 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 85 of Plaintiff's Amended Complaint.

86. Equifax denies the allegations contained in Paragraph 86 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 86 of Plaintiff's Amended Complaint.

87. Equifax denies the allegations contained in Paragraph 87 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 87 of Plaintiff's Amended Complaint.

Equifax denies that Plaintiff is entitled to any of the relief set forth in his prayer for relief against Equifax.

COUNT THREE

Failure to comply with 15 U.S.C. § 1681i(a)(5)(B) of the Fair Credit Reporting Act and State Laws by Equifax and Trans Union

88. In response to Paragraph 88 of Plaintiff's Amended Complaint, Equifax admits that Plaintiff purports to bring this count against Equifax for violation of the FCRA and state law. Equifax denies any liability to Plaintiff for said violations.

89. In response to Paragraph 89 of the Amended Complaint, Equifax restates and reincorporates its answers and defenses to the foregoing paragraphs as though fully set forth herein.

90. Equifax denies the allegations contained in Paragraph 90 of Plaintiff's Amended Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 90 of Plaintiff's Amended Complaint.

91. Equifax denies the allegations contained in Paragraph 91 of Plaintiff's Amended Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 91 of Plaintiff's Amended Complaint.

92. Equifax denies the allegations contained in Paragraph 92 of Plaintiff's Amended Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 92 of Plaintiff's Amended Complaint.

93. Equifax denies the allegations contained in Paragraph 93 of Plaintiff's Amended Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 93 of Plaintiff's Amended Complaint.

94. Equifax denies the allegations contained in Paragraph 94 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 94 of Plaintiff's Amended Complaint.

95. Equifax denies the allegations contained in Paragraph 95 of Plaintiff's Amended Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 95 of Plaintiff's Amended Complaint.

Equifax denies that Plaintiff is entitled to any of the relief set forth in his prayer for relief against Equifax.

COUNT FOUR
Defamation

96. In response to Paragraph 96 of the Amended Complaint, Equifax restates and reincorporates its answers and defenses to the foregoing paragraphs as though fully set forth herein.

97. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 97 of Plaintiff's Amended Complaint and therefore, denies the same.

98. Equifax denies the allegations contained in Paragraph 98 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 98 of Plaintiff's Amended Complaint.

99. Equifax denies the allegations contained in Paragraph 99 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 99 of Plaintiff's Amended Complaint.

100. The allegations contained in Paragraph 100 of Plaintiff's Amended Complaint are not pled with sufficient specificity to permit Equifax to formulate a good

faith response and therefore, Equifax denies the same. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 100 of Plaintiff's Amended Complaint.

101. Equifax denies the allegations contained in Paragraph 101 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 101 of Plaintiff's Amended Complaint.

102. Equifax denies the allegations contained in Paragraph 102 of Plaintiff's Amended Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 102 of Plaintiff's Amended Complaint.

Equifax denies that Plaintiff is entitled to the relief specified in his prayer for relief, or to any recovery from Equifax.

Any allegation of the Amended Complaint not expressly admitted by Equifax is hereby denied.

AFFIRMATIVE DEFENSES

1. Plaintiff's Amended Complaint fails to state a claim upon which relief can be granted.
2. Some or all of Plaintiff's claims against Equifax may be barred by the applicable statute of limitations.
3. Some or all of Plaintiff's claims are pre-empted by the Fair Credit Reporting Act, 15 U.S.C. §1681h(e).
4. Plaintiff's damages, if any, are caused by his own acts or omissions, or the

acts or omissions of third parties other than Equifax.

5. Equifax alleged supplying of information, if any, was both privileged and justified.

6. Equifax reserves the right to plead additional defenses that it learns of through the course of discovery.

Respectfully submitted this 17th of May, 2006.

EQUIFAX INFORMATION
SERVICES LLC

By: /s/ Garrett E. Miller

Garrett E. Miller, admitted

pro hac vice

GA Bar No. 506568

Kilpatrick Stockton, LLP

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Atlanta, Georgia 30309

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CERTIFICATE OF SERVICE

I hereby certify that on May 17, 2006, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will send notification of such filing to the following:

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This 17th of May, 2006.

/s/ Garrett E. Miller